

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MAYA GRACE MOREY, CHRISTOPHER
NOONER, LISA HENDRICKSON, EMILY
HORTON, KYLIE THORNLEY, VICTORIA
FERRANTE, MICHELLE DARDAR,
HEATHER BARNES, MANUEL TORRES,
and JORDANN WRIGHT, each individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

AFTERMATH SERVICES LLC, a foreign
limited liability company; and DOES 1-10,

Defendants.

No.

COLLECTIVE ACTION COMPLAINT

Plaintiffs Maya Grace Morey, Christopher Nooner, Lisa Hendrickson, Emily Horton, Kylie Thornley, Victoria Ferrante, Michelle Dardar, Heather Barnes, Manuel Torres, and Jordann Wright (collectively, "Plaintiffs") each individually, and on behalf all others similarly situated, hereby allege as follows:

I. INTRODUCTION AND FACTS

1. Defendant Aftermath Services LLC ("Defendant") is a private equity owned business that remediates crime scenes and biohazard sites.

1 2. The company primarily performs work for customers in their homes remediating
2 suicide and murder crime scenes and removing biohazards and other contaminants.

3 3. Defendant employs non-exempt hourly workers to perform the remediation work
4 and to perform related administrative work.

5 4. Defendant employed Plaintiffs during the past three years at various office
6 locations throughout the country.

7 5. Each Plaintiff's experience in working for Defendant was virtually identical to that
8 of each other Plaintiff, and to each of Defendant's other non-exempt employees.

9 6. Defendant's non-exempt employees perform essentially the same tasks of
10 travelling to a customer's home, communicating with the customer as necessary, and then
11 performing the often-gruesome task of remediating the crime scene or biohazard site.

12 7. Each Plaintiff was required to travel extensively to complete the remediation work
13 at customers' homes throughout the country.

14 8. The remediation requires physical labor and the use of tools and chemicals to
15 cleanup human tissue, waste, and other biohazard materials.

16 9. Once an employee begins a remediation, he or she typically stops only when the
17 job is finished, or for multiple day jobs, to sleep for short periods of time until the job is finished.

18 10. On multi-day jobs, employees sleep for short periods of time in hotels before
19 returning to the remediation site and rarely, if ever, take breaks while on site.

20 11. As soon as the employees assigned to a remediation site complete the work, they
21 often travel directly to the next remediation site.

22 12. Chronic understaffing and the nature of the work often required Plaintiffs to work
23 overtime hours for many successive weeks in order to complete the tasks assigned to them.

24 13. Defendant paid Plaintiffs different hourly rates depending upon the type of work
25 Plaintiffs performed.
26

1 24. Plaintiff Emily Horton is a resident of Nevada and worked for Defendant in
2 Nevada from August 2019 to June 2021.

3 25. Plaintiff Victoria Ferrante is a resident of Utah and worked for Defendant in Utah
4 from January 2021 to April 2021.

5 26. Plaintiff Kylie Thornley is a resident of Utah and has worked for Defendant in
6 Utah since December 2020.

7 27. Plaintiff Jordann Wright is a resident of Utah and has worked for Defendant in
8 Utah since December 2020.

9 28. Plaintiff Michelle Dardar is a resident of Mississippi and has worked for
10 Defendant since 2017 in multiple states, including Washington, Florida, Georgia, Texas, and now
11 Mississippi.

12 29. Plaintiff Heather Barnes is a resident of Washington and worked for Defendant in
13 Washington from April 2021 to June 2021.

14 30. Plaintiff Manuel Torres is a resident of California and worked for Defendant in
15 California from November 2014 to April 2021.

16 31. Defendant Aftermath Services LLC is a Delaware limited liability company, with
17 its principal place of business in Aurora, DuPage County, Illinois.

18 32. Defendant conducts business in 48 states, including Washington State, with offices
19 in 69 locations throughout the country.

20 33. Defendant engaged in interstate commerce, or in the production of goods for
21 commerce, as defined by the FLSA.

22 34. Plaintiffs either (1) engaged in commerce; or (2) engaged in the production of
23 goods for commerce; or (3) were employed in an enterprise engaged in commerce or in the
24 production of goods for commerce.

25 35. At all times relevant to this action, Defendant “suffered or permitted” Plaintiffs
26 and all similarly situated current and former employees to work and thus “employed” them within

1 the meaning of 29 U.S.C. § 203(g) of the FLSA.

2 36. Defendant was, at all times relevant hereto, an employer as defined by the FLSA.

3 37. Each Plaintiff was, at all times relevant hereto, an employee as defined by the
4 FLSA.

5 38. Each Plaintiff was employed to perform remediation services via various titles,
6 including Technician, Supervisor, Backup Supervisor, Assistant Supervisor, or Senior Field
7 Supervisor, as were an unknown number of other employees of Defendant.

8 39. All persons so employed within the United States (the “FLSA Collective”) were
9 employees as defined in the FLSA.

10 **IV. COLLECTIVE ACTION AVERMENTS**

11 40. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 39 as if fully
12 set forth herein.

13 41. Plaintiffs’ claim, on behalf of themselves and FLSA Collective, is a collective
14 action as established in 29 U.S.C. § 216(b).

15 42. The FLSA Collective Members are those employees of Defendant who were
16 employed in the United States who performed duties similar to those performed by Plaintiffs, and
17 who were subject to Defendant’s unlawful practice of failing to pay its employees the wages it
18 owed them.

19 43. The exact identity of the FLSA Collective Members may be ascertained through
20 review of Defendant’s records.

21 44. Defendant failed to pay Plaintiffs and the FLSA Collective compensation in the
22 amount required under 29 U.S.C. § 207(a).

23 45. Plaintiffs and the FLSA Collective performed similar duties wherever they were
24 located, under the same directions, and under the same general compensation arrangements.

25 46. In regard to every significant issue arising under the FLSA, Plaintiffs and the
26 FLSA Collective are similarly situated with Plaintiffs.

1 47. The FLSA Collective presents common issues of fact with regard to their duties,
2 their compensation, Defendant's expectations and demands with regard to their work,
3 Defendant's policies, and Defendant's failure and refusal to pay the FLSA Collective overtime
4 compensation as required under 29 U.S.C. § 207(a).

5 48. Defendant has acted on grounds generally applicable to the FLSA Collective in
6 requesting, requiring, or permitting them to work more than 40 hours per week without paying
7 compensation for said overtime work as required by 29 U.S.C. § 207(a), so that final injunctive
8 relief as to all FLSA Collective Members would be appropriate.

9 49. Defendant's violations of the FLSA were knowing and willful.

10 **V. CLAIMS AND CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 *Claim for Relief for the FLSA Collective*

13 50. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 49 as if fully
14 set forth herein.

15 51. Defendant's failure to pay Plaintiffs and the FLSA Collective overtime pay for
16 hours worked beyond 40 hours per week violates 29 U.S.C. § 207(a) and Plaintiffs and the FLSA
17 Collective are entitled to recover the wages they were denied as a result of that violation.

18 **SECOND CAUSE OF ACTION**

19 *Claim for Relief for the FLSA Collective*

20 52. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 51 as if fully
21 set forth herein.

22 53. Plaintiffs and the FLSA Collective are entitled to recover their attorney's fees,
23 liquidated damages, and costs incurred in bringing this action pursuant to 29 U.S.C. § 216(b).

24 **VI. PRAYER FOR RELIEF**

25 54. Having fully set forth their claims above, Plaintiffs, for themselves and on behalf
26 of the FLSA Collective, respectfully request:

- (1) That the Court certify a collective action on behalf of the FLSA Collective comprised of all persons employed by Defendant in the United States subject to the FLSA performing duties similar to those performed by Plaintiffs, for the period of the statute of limitations;
- (2) That the Court enter judgment that Defendant violated the FLSA by failing to pay Plaintiffs and the FLSA Collective overtime wages as required by law;
- (3) That the Court award Plaintiffs and the FLSA Collective their withheld wages and liquidated damages in an amount equal to the wages awarded in this case, pursuant to 29 U.S.C. § 216(b);
- (4) That the Court award Plaintiffs and the FLSA Collective their costs and reasonable attorney's fees; and
- (5) That the Court award such other relief as the Court deems appropriate and just.

DATED June 30, 2021.

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